

### FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (the "Amendment") is made this 30<sup>th</sup> day of January, 2015, by and between Billie Lawless ("Artist"), and CLEVELAND STATE UNIVERSITY ("CSU").

WHEREAS, CSU and Artist entered into that certain Agreement dated July 25, 2008 (the "Agreement"), whereby CSU leased from Artist a sculpture entitled "The Politician, A Toy", consisting primarily of an abstract character made of steel, wood, fibers and lights, with moving wheels and mouth; and,

WHEREAS, the Agreement which was originally for five years expired on August 31, 2013; and,

WHEREAS, CSU has continued to pay rent for the sculpture during a one-year holdover period which ended August 31, 2014; and,

WHEREAS, CSU and Artist mutually desire to extend the term of this Agreement for an additional three (3) years, and CSU and Artist have agreed to such extension subject to the terms and conditions set forth herein;

NOW, THEREFORE, CSU and Artist agree as follows:

1. The term of this Amendment shall commence on September 1, 2014 and terminate on August 31, 2017.
2. Upon the expiration of the term, the parties may agree in writing to extend the Amendment and the underlying Agreement for an additional term of three (3) years. This mutual option shall repeat at the end of each agreed extension of the term.
3. Section 10 of the Agreement, Ongoing Maintenance and Repair of the Sculpture, shall be amended as follows:

Ongoing Maintenance and Repair of Sculpture. CSU agrees to reimburse the Artist for the ongoing maintenance and repair of the sculpture, provided that the Artist shall adhere to the CSU Purchasing Policy in all respects, including without limitation competitive bids for goods and services, and purchase orders. Any person or company, including the Artist, performing work on the sculpture or site must comply with CSU's contractor rules regarding safety and access. Prior to incurring any maintenance or repair costs, the Artist shall provide CSU a detailed estimate of proposed costs, and the estimate shall be subject to review and approval of CSU. The proposed maintenance schedule is attached and incorporated by this reference as Exhibit C.

4. Exhibit C: Maintenance Schedule shall be amended as follows; change items #5 and #7 from "every ten years" to "every seven years" and item #11 to "cosmetically refurbish or replace tail as needed"
5. Except as modified and amended hereby, CSU and Artist each ratifies and affirms the terms of the Agreement, which is attached and incorporated by this reference as though fully rewritten here.



STATE OF OHIO

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) SS:

COUNTY OF CUYAHOGA

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BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named CLEVELAND STATE UNIVERSITY by Stephanie McHenry its CFO, who acknowledged that he/she did execute the foregoing instrument and that the same is the free act and deed of said institution and his/her free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affix my official seal at Cleveland, Ohio, this 30th day of January, 2015



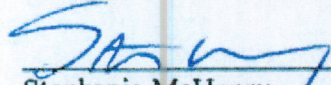
HEIDI SZELTNER  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 11-1-18

Heidi Szeltner  
Notary Public




IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

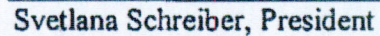
CLEVELAND STATE UNIVERSITY

  
Stephanie McHenry  
Vice President for Business Affairs and Finance

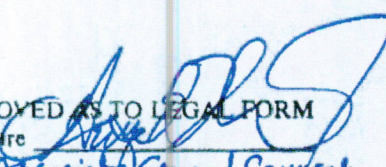
ARTIST

  
Billie Lawless  
Artist

THE POLITICIAN, A TOY, INC.:

  
Svetlana Schreiber, President

APPROVED AS TO LEGAL FORM

Signature 

Title Associate General Counsel

Office of General Counsel

Cleveland State University

Date 27 January 2015

STATE OF OHIO

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) SS:

COUNTY OF CUYAHOGA

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BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named, Artist did execute the foregoing instrument and that the same is the free act and deed of said Artist.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affix my official seal at Cleveland, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public